

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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32

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 08/06/2018		2. CONTRACT NO. (If any) 68HE0H18A0001		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO. PR-OAR-16-00808		a. NAME OF CONSIGNEE Indicated on call	
5. ISSUING OFFICE (Address correspondence to) HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				b. STREET ADDRESS	
				c. CITY	e. ZIP CODE
7. TO: JING HOFFMANN				f. SHIP VIA	
a. NAME OF CONTRACTOR Cadmus Group LLC, The				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if anv. including delivery as indicated.	
c. STREET ADDRESS 100 5TH AVENUE SUITE 100				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY WALTHAM		e. STATE MA	f. ZIP CODE 02451		
9. ACCOUNTING AND APPROPRIATION DATA Indicated on call				10. REQUISITIONING OFFICE HPOD	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT Unknown	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indicated on call	
				16. DISCOUNT TERMS Indicated on call	

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-00F-227CA DUNS Number: 101163731 BPA 68HE0H18A0001: ANALYTICAL, TECHNICAL, AND OUTREACH SUPPORT FOR THE COMMERCIAL, INSTITUTIONAL AND INDUSTRIAL BRANCH  Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Indicated on call						\$0.00
	b. STREET ADDRESS (or P.O. Box)						
c. CITY						\$25,000,000.00	17(i) GRAND TOTAL
d. STATE    e. ZIP CODE							

22. UNITED STATES OF

AMERICA BY (Signature)

08/06/2018

*[Signature]*

ELECTRONIC SIGNATURE

23. NAME (Typed)

Tomeka Hall

TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

PAGE NO  
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DATE OF ORDER 08/06/2018	CONTRACT NO. 68HE0H18A0001	ORDER NO.
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Base Year: 08/09/2018 to 08/08/2019 Year 2: 08/09/2019 to 08/08/2020 Year 3: 08/09/2020 to 08/08/2021 Year 4: 08/09/2021 to 08/08/2022 Year 5: 08/09/2022 to 08/08/2023</p> <p>Pursuant to GSA Federal Supply Schedule Number GS-00F-227CA and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA EXCLUSIVELY WITH The United States Environmental Protection Agency:</p> <p>1) The following attachment is hereby incorporated into the subject Blanket Purchase Agreement:</p> <p>Attachment I: Table of Contents and Sections B through J</p> <p>2) The contract services specified in Attachment I, Section C: Statement of Work can be ordered under this BPA. All BPA call orders are subject to the terms and conditions of the BPA.</p> <p>3) This BPA does not obligate any funds.</p> <p>4) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the terms and conditions of this BPA and the Contractor's invoice, the terms and conditions of this BPA will take precedence.</p> <p>Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION

PAGE NO  
3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
08/06/2018

CONTRACT NO.  
68HE0H18A0001

ORDER NO.

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Period of Performance: 08/09/2018 to 08/08/2019					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**Attachment I:**

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SECTION F – DELIVERIES OR PERFORMANCE.....

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## **SECTION B - SUPPLIES OR SERVICES/PRICES**

### **B.1 CONTRACT TYPE**

Multiple award Blanket Purchase Agreement(s) will be issued using General Services Administration (GSA)'s Multiple Award Schedule (MAS) Category 899 1 – Environmental Consulting Services and/or Category 874.1 - Integrated Consulting Services. Quotations will only be considered from offerors who hold a current GSA Schedule. Blanket Purchase Agreement (BPA) call orders will be competitively placed per the procedures set forth in this section and in accordance with FAR Part 8.405. BPA call orders will be firm fixed price or time and materials. BPA call order type will be stated in the call order solicitation. The amount of all call orders placed under BPA(s) awarded shall not exceed \$25,000,000.00.

### **B.2 AWARD OF BPA CALL ORDERS**

EPA will order services from BPA holders through the issuance of individual call orders awarded on a competitive basis. Each BPA award holder will be given a fair opportunity to be considered for award of each individual call order.

The fair opportunity process will operate as follows:

#### **a. BPA Call Orders – General:**

- (1) A written BPA call order, in accordance with the terms and conditions set forth herein, shall be the only basis for acquisition of services under this BPA.
- (2) Orders will be placed directly with the contractor by U.S. Environmental Protection Agency (USEPA) Contracting Officers as a result of a solicitation.
- (3) Some orders may be exempt from competition in accordance with FAR 8.405-6 Limiting sources.
- (4) The contractor shall be responsible for performance in accordance with the terms and conditions of the call order that is placed by an USEPA Contracting Officer.
- (5) Call orders placed under any resultant BPA need not be synopsisized.

#### **b. Ordering Procedures:**

When the Government identifies a requirement for work to be performed under this BPA as described in Section C, the USEPA Contracting Officer will provide a Request for Quotation (RFQ) in accordance with FAR 8.405-3 (c) Ordering from BPAs. Such written solicitation may include, but is not limited to:

- (1) Statement of Work (SOW) that identifies the Government's requirement,
- (2) instructions to the contractors for responding to the RFQ including the time frame for submission, and
- (3) and the basis upon which selection will be made.

Solicitations will be sent through email to each BPA holder, and each BPA holder is required to provide a quote electronically through email. If a BPA holder is unable to submit a quote in response to the solicitation, the BPA holder shall notify the Contracting Officer electronically through email in accordance with the below waiver from submission procedures.

WAIVER FROM SUBMISSION. Each BPA holder shall submit a call order quote to each solicitation unless a written Waiver from Submission is obtained from the USEPA Contracting Officer. A waiver may only be granted when:

The Contracting Officer agrees that a compelling reason exists to justify the contractor's exemption from submission. The BPA holder shall submit any request for a Waiver from Submission through email to the USEPA Contracting Officer within five (5) calendar days of the solicitation issuance. If a waiver is granted by the USEPA Contracting Officer, the BPA holder is not required to submit a call order quote. If a waiver is not granted by the USEPA Contracting Officer, the BPA holder shall submit a call order quote.

Call Order Evaluation and Selection Procedures - BPA holders must submit their quotes through email within 30 calendar days of issuance unless otherwise specified in the solicitation. Quotes shall be in PDF and Microsoft Excel formats.

Contractors are advised that in the evaluation process, the price and technical merit importance will be stated in the solicitation.

Upon receipt of the contractors' quotes, the Government will evaluate quotes received and select the contractor who offers the best value for the call order. All call orders resulting from the solicitation will be firm fixed price or time and materials.

Each BPA call order will specify the method of selection. EPA contemplates that award of a BPA call order will be made as a result of "best value, trade-off" or "lowest priced technically acceptable" source selection. Best value, trade-off means that the Government will perform a price/technical trade-off analysis such that business judgment will be exercised in selecting the most advantageous quote to the Government, considering both the price and technical merit of quotes. Overall price to the Government may become the ultimate determining criterion for award of the call orders as quotes become more equal based on the other criteria.

Price reasonableness is of significant importance in the overall call order award decision.

The information contained in the quotes will be analyzed and evaluated to determine reasonableness of each price proposed.

### **B.3 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TASK ORDER OMBUDSMAN**

Tommie Madison  
US EPA Headquarters  
1200 Pennsylvania Avenue, N. W.  
*Mail Code:* 3802R  
Washington, DC 20460

Phone: 202-564-2556  
Email: [Madison.tommie@Epa.gov](mailto:Madison.tommie@Epa.gov)

**B.4 FULLY LOADED LABOR RATES TABLES – Please see the Contractor’s Price Quotation referenced under Section J.**

BASE YEAR:

<u>Labor Category</u>	<u>Total Estimated Hours</u>	<u>GSA Schedule Hourly Rate</u>	<u>Total</u>

Costs (ODC’s)

G&A/Material Handling %

YEAR II:

<u>Labor Category</u>	<u>Total Estimated Hours</u>	<u>GSA Schedule Hourly Rate</u>	<u>Total</u>

Costs (ODC’s)

G&A/Material Handling %

YEAR III:

<u>Labor Category</u>	<u>Total Estimated Hours</u>	<u>GSA Schedule Hourly Rate</u>	<u>Total</u>

Costs (ODC’s)

G&A/Material Handling %

YEAR IV:

<u>Labor Category</u>	<u>Total Estimated Hours</u>	<u>GSA Schedule Hourly Rate</u>	<u>Total</u>

Costs (ODC's)

G&A/Material Handling %

YEAR V:

<u>Labor Category</u>	<u>Total Estimated Hours</u>	<u>GSA Schedule Hourly Rate</u>	<u>Total</u>

Costs (ODC's)

G&A/Material Handling %

## **SECTION C - DESCRIPTION/SPECIFICATIONS**

### **C.1 STATEMENT OF WORK (SOW)**

#### **Title: ANALYTICAL, TECHNICAL, AND OUTREACH SUPPORT FOR THE COMMERCIAL, INSTITUTIONAL AND INDUSTRIAL BRANCH**

##### **BACKGROUND:**

Energy efficiency is one of the lowest cost strategies for reducing the environmental impact of buildings and plants. Since 1992, the ENERGY STAR program has served as a trusted source of information to help consumers and organizations throughout the nation adopt energy-efficient products and practices. Through ENERGY STAR, EPA promotes energy efficiency across the residential, commercial and industrial sectors to reduce costs and emissions.

Increasing energy efficiency in the commercial and industrial sectors offers sizable opportunities for cost savings while avoiding emissions of greenhouse gases. A number of analyses suggest that substantial savings from cost-effective improvements are available across these sectors if certain market barriers, including lack of corporate commitment, lack of information, lack of measurement tools, and tenant/landlord split incentives are eliminated or minimized.

EPA offers ENERGY STAR to businesses and other organizations as a straightforward way to adopt strategic energy management and realize the cost savings and environmental benefits that can result. EPA promotes a strategy for strategically managing energy that starts with the top leadership, engages the appropriate employees throughout the organization, uses standardized measurement tools and helps an organization prioritize and get the most from its efficiency investments.

In addition to the businesses seeking to improve their energy performance, EPA works in partnership with a number of organizations to ensure that clear, accurate information reaches energy end-users about opportunities for improving energy performance, providing opportunities for these organizations to expand their business. These organizations include energy service providers, utilities, state and local governments, trade associations and public benefits funds administrators.

Program activity levels at the end of 2016 indicate EPA's approach to energy management is being widely adopted in the marketplace. Thousands of organizations have joined as ENERGY STAR partners, dozens of industries and sub-industries participate in industrial focuses to pool ideas and work toward energy efficiency improvements, roughly 50% of the commercial buildings floor space is benchmarking in Portfolio Manager, and more than 30,000 buildings and plants have earned ENERGY STAR certification.

##### **PURPOSE:**

The purpose of this contract is to support EPA initiatives in the commercial, institutional, and industrial sectors, including administration of the ENERGY STAR program. The ENERGY STAR Commercial & Industrial Branch at EPA seeks to encourage corporations, states and local governments, federal agencies, academic, and non-profit organizations to cost-effectively reduce greenhouse gas emissions, primarily by reducing energy use. EPA provides tools and resources to help entities within these markets to develop comprehensive energy management strategies that will enable them to make strategic investments resulting in improved energy efficiency of their buildings and facilities, taking a portfolio-wide approach to strategically managing energy. The nature of interactions with partner organizations is to transform partners' valuations of strategic energy management. In addition, EPA facilitates this by partnering with vendors of energy efficiency products and services, as well as other groups that promote energy efficiency in

the commercial, industrial and institutional markets. Small businesses and congregations also use ENERGY STAR for technical guidance and support in saving energy in their buildings and facilities.

Organizations partner with EPA in a variety of ways. Companies, public sector organizations and others who own or manage buildings or facilities can join ENERGY STAR by having a senior executive submit a Partnership Letter to the EPA, committing the organization to strive for continuous improvement in energy performance. This represents a commitment to:

- Measure, track, and benchmark the organization's energy performance by using tools such as those offered by ENERGY STAR;
- Develop and implement a plan to improve energy performance in facilities and operations by adopting the successful energy management strategy promoted by ENERGY STAR;
- Help spread the word about the importance of energy efficiency; and,
- Highlight achievements with ENERGY STAR.

Service and product providers join ENERGY STAR by signing a Partnership Agreement governing their relationship with EPA and other ENERGY STAR partners. Service and product providers gain a market advantage rising out of the credibility and visibility afforded them through their performance and association with ENERGY STAR. State and local governments, as well as associations and other non-profits can also partner with EPA to bring energy efficiency and ENERGY STAR to their community, reaching markets with a national program. New policies, including campaigns, competitions and local ordinances are driving a new model of delivering energy efficiency by leveraging existing government resources through ENERGY STAR.

For its part, EPA provides program participants with technical support, tools and services to assist them in reducing energy consumption, standardized measurement systems, and recognition and communication materials for organizations that achieve energy improvement goals.

#### **REQUIREMENTS:**

The Contractor shall provide technical assistance to EPA in conceptualizing, developing, and disseminating its various offerings to the commercial, industrial, institutional and financial marketplaces. The Contractor shall provide recommendations to EPA for strategic deployment of ENERGY STAR, and more specific avenues, tools and resources to overcome barriers and foster organization-wide adoption of good energy management practices across these markets. The Contractor shall provide a full complement of technical, deployment and outreach and partner support services.

The contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review by the EPA contracting officer or contracting officer's representative. The Government will make all final regulatory, policy, and interpretive decisions resulting from contractor-provided technical support under this contract and make the final decision on all contractor-provided recommendations. The contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express advance written approval. When submitting materials or reports that contain recommendations, the contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail methods and considerations upon which the recommendations are based. The contractor shall not provide any legal services to EPA under this contract, absent express written advance approval from EPA's Office of General Counsel.

The ENERGY STAR program works with national organizations and businesses of all types. Messages must be tailored for the appropriate audience being targeted. Contractor must be knowledgeable about specific sectors and experienced in working with them, and have or be able to develop strategic relationships with key companies, organizations and related trade associations. Audiences targeted by EPA include, but are not limited to:

**Commercial, institutional, industrial organizations and other energy users within many market sectors** - Includes retail, financial services, government (local, state, and federal), education, commercial real estate, multifamily housing, healthcare, lodging, entertainment, industrial manufacturing (the full breadth of industries within NAICS 31-33), and water/wastewater facilities. The Contractor shall provide in-depth expertise to EPA in each of these business areas, including expertise in the operations management and financial decision making processes, including sector strategies and messages to speak to the issues of decision makers in these industries, when necessary.

**Vendors of services and products related to building and facility energy efficiency** – Includes companies that work with the commercial, industrial, and institutional organizations described above to provide energy procurement and management services, architectural and engineering services, and implement energy upgrade projects, or manufacture products that can improve the energy performance of buildings and facilities. These vendors aid target markets to improve the energy efficiency of their operations. The Contractor shall provide to EPA in-depth expertise in these business areas, including approaches to training service and product providers in delivering the ENERGY STAR message, tools and resources and, where applicable, deliver ENERGY STAR benchmarking and labeling services to their clients.

**Industry and trade associations** – Includes trade associations and other groups in a position to educate their members or customers about energy management decisions. These organizations play a key role in validating and disseminating the ENERGY STAR message to a wide audience in an effective and efficient way. The Contractor shall identify key, influential associations related to the targeted market sectors and develop strategies to have these groups adopt and promote ENERGY STAR. The Contractor shall meet with associations, attend conferences, develop presentations and trainings, and create materials targeted to associations and their membership.

**Financial Investment Sector** – This sector includes pension fund managers, investor relations managers, socially responsible investment groups and analysts, the insurance industry and others, which are all important in promoting the concept that energy efficiency and strategically managing energy is valuable beyond simply the dollar savings that can be achieved. Value is added in other ways, and shareholders and institutional investors are looking more to these other, non-monetary aspects of company performance. The Contractor shall help analyze the role of these organizations in catalyzing energy efficiency, identify key players in this market, and to promote ENERGY STAR in the financial arena.

**Federal, State and Local Governments** – Governments play a key role in developing energy efficiency programs, policies, and educational campaigns to reach communities about the importance of energy efficiency, environmental protection and ENERGY STAR. New policies, such as energy benchmarking and disclosure, utility policies, energy competitions and other approaches are being implemented through government efforts, and many are leveraging ENERGY STAR tools and resources as critical components of their programs. The Contractor shall meet with government officials, support the implementation of new policies leveraging ENERGY STAR as appropriate, and provide technical, training and communications materials targeting the government role in helping to transform the commercial building and industrial facility market.

**Tenants and Tenant Organizations** – In multi-tenanted buildings, including buildings in the office, retail, warehouse, and multifamily sectors (and possibly others), energy use by tenants can contribute a majority of the whole building's energy use. Owners and managers, as well as tenants themselves in many cases, are looking for ways to achieve greater energy efficiency in leased spaces. Under the Energy Efficiency Improvement Act of 2015, EPA is tasked with developing new recognition within the ENERGY STAR program to recognize tenants and owners who design, construct, and operate high performing tenant spaces. The Contractor shall help EPA implement this new recognition, as well as identify and implement related approaches, tools, and resources to encourage greater efficiency in tenant spaces, such as landlord/tenant engagement around efficiency, improvement guides for tenants, sharing of data between tenants and landlords, case studies, among others.

## **A. Research and Analysis**

In order to determine where best to invest program resources, it is necessary to learn more about the energy use in various sectors. Research will include specific sector operations, business issues including decision-making practices, energy use statistics and potential for emissions reductions as well as identifying key trade organizations (and other stakeholder groups) that can help develop a strategy for increasing participation in ENERGY STAR among these sectors. This could also include investigating the “green building” arena and other environmental/climate related efforts to identify opportunities for integration and collaboration, such as water efficiency, waste efficiency and indoor air quality. Additionally, knowledge of industrial energy data sources and the ability to work with these data sets will be important for the analytical support that may be needed for potential alternative policy approaches where best practices in energy management will need to be incorporated.

By learning about how specific markets use energy and what the leverage points are to influence that energy use, it will be possible to develop useful tools and resources as well as create effective strategies and outreach plans. The Contractor shall perform research and analysis on the commercial, institutional, industrial, and financial sectors to learn how energy is used and perceived in a typical organization in that sector and how capital investment decisions are made. Part of this research shall entail understanding how energy decision-making occurs at various levels within organizations. EPA recognizes that strategic investments in energy efficiency can increase the actual and perceived “value” of the organization, whether public or private. With this information, it is possible to demonstrate that reductions in energy use can affect the financial health of the organization and demonstrate environmental leadership.

The contractor shall also conduct analysis of building and plant energy use, by space type, and other opportunities to upgrade these facilities.

## **B. Strategy Development and Education**

For organizations to make the necessary investments in energy efficiency to reduce facility energy consumption, participants must understand the value of energy efficiency and how to achieve it. They need information on how to measure their current performance, identify cost-effective strategies for improvement, pursue recognition for their efforts and successes, and educate their stakeholders on the importance of energy efficiency.

1. In order to increase active participation in ENERGY STAR, thereby leading to reduced energy use, the Contractor shall use analysis (see previous task) to identify priority sectors and to create sector-specific outreach plans and materials to support an annual strategy to:
  - Raise awareness of the benefits of energy efficiency and the tools and resources available to achieve reductions,
  - Motivate organizations to track and manage energy use, including measuring energy performance, and also to improve organization-wide energy efficiency, and
  - Provide recognition to ENERGY STAR Partners that have attained energy performance goals. This includes existing methods of recognition as well as could include identifying new ways to provide recognition to organizations that are demonstrating notable accomplishments through ENERGY STAR.
2. The Contractor shall create outreach and educational materials for ENERGY STAR that are consistent across the program to streamline efforts and facilitate sharing of successful efforts that may be replicated in other markets. Sector specific resources shall be developed only in cases when there are unique issues to be addressed for that sector that are not served by broader program resources. In addition, it will be beneficial to leverage activities occurring in other branches (ENERGY STAR Homes, Products) where there may be interest generated in the commercial, industrial and institutional sectors. The Contractor shall identify areas for coordination across ENERGY STAR and related branches, and recommend ways to simplify or streamline activities. For example, these activities could



include promoting activities and campaigns and addressing product efficiency and procurement, residential energy performance, green power purchasing and renewable energy and CHP strategies. The Contractor shall also identify areas for coordination with other EPA offices or Federal government agencies to facilitate collaboration with different, but related, programs. For example, opportunities exist for coordination between ENERGY STAR and WaterSense as well as EPA Office of Land and Emergency Management programs (e.g., Food Waste Recovery Challenge) to promote the programs to each other's partners.

These efforts may include, but are not limited to, identifying and delivering:

- Strategic Plans for the Program or Individual Sectors
- Written Communication Materials
- Fact sheets, case studies, articles and Web content
- Videos
- Media Strategy (print, internet, radio, social media, television, etc.)

3. Conferences -- EPA may determine that holding a conference on topics integrally related to the support the Contractor provides under this statement of work will further the goals of the program. In support of holding such conferences, the Contractor shall conduct the following activities:

- Planning – Assessment of possible conferences, conventions and other industry meetings, including prioritization of the conferences/meetings in support for furthering the goals of the program, registration logistics, communications, marketing, and meeting logistics.
- Provision and procurement – Arrangement of all services, including: Procurement and preparation of facilities, booth preparation, staffing, materials distribution, marketing and advertising arrangements as requested by the EPA COR.
- Preparation – drafting and delivery of speeches or seminars or other opportunities to communicate to participants, design and delivery of signs and posters, and booth preparation.
- Execution – staffing of registration tables or booths, on-site meeting coordination, note takers, facilitators.
- Post-meeting -- follow up, meeting minutes, distribution of meeting summaries.
- Registration Fees – As part of the registration process for conferences managed under this BPA, the EPA Contractor may collect non-mandatory registration fees (as applicable and to be specified at the call order level) from non-federal and/or non-EPA Federal attendees of a formal EPA Conference. The registration fees are to cover the cost of meals and light refreshments, and will be set by the hosting facility. The EPA Contractor will serve as a pass-through to facilitate payment to the hosting facility. Contractor shall not submit a claim to the Government for any shortfall in fees, nor may Contractor keep any overages in fees should any occur. Any associated costs or expenses incurred by the Contractor related to the collection and processing of these fees will be reimbursed by the Government through the call order, with scope and level of effort for these activities specified as part of the call order.
- Any other activities, as determined by the EPA COR, to ensure the success of the conference.

### **C. User Support and Program Implementation**

To assist organizations to reach their potential energy performance, they need to be directed toward the appropriate tools and resources. EPA has developed many of these, which are available via the ENERGY STAR Web site and through on-line training. The Contractor shall assist EPA in developing centralized and cost effective implementation support to help users answer questions about the ENERGY STAR program, Portfolio Manager, and ENERGY STAR recognition opportunities, including, but not limited to the ENERGY STAR label, ENERGY STAR Challenge, ENERGY STAR competition(s), tenant recognition program(s), Building Performance with ENERGY STAR, Designed to Earn the ENERGY STAR and other program recognition opportunities. The Contractor shall maintain and update and/or, as appropriate, create processes to implement these recognitions, including reviewing, assisting EPA in approving, and tracking ENERGY STAR certifications, Designed to Earn the ENERGY STAR, and recognition for efficient tenant spaces (among others).

To maximize government resources and develop important case studies and best energy management practices, the Contractor shall develop a list of companies, organizations and trade groups that offer the greatest opportunity to achieve market transformation with the fewest dollars. The Contractor shall:

- Provide user support to broad program stakeholders and individual users to provide guidance to assist them in improving the energy performance of their organization and use of ENERGY STAR program resources;
  - This can include in-person, by phone, by email, on-line, written information dissemination and guidance or other cost-effective methods to quickly respond to user requests. All responses to user requests shall contain EPA approved information. At no time shall contractor staff respond with opinions, whether they be the personal opinions of the contractor as a corporate entity, or the personal opinions of government officials or representatives who have assisted in providing the response. The contractor shall maintain and provide to EPA a log of user requests.
  - Provide limited support to individual organizations, except when greater support is deemed appropriate as part of EPA's strategic plan.
  - Propose innovative, new approaches to more effectively reach a broad group of stakeholders. These might include the use of social media or other resources or techniques beyond the traditional ENERGY STAR offerings of e-mail hotlines and on-line help.
- Encourage service and product providers and energy efficiency program sponsors to use ENERGY STAR as a platform for their services;
- Reach members of associations and trade groups by providing information on how to achieve energy performance improvement or promoting it within their industry/sector; and,
- Network on a broad level to promote ENERGY STAR to new audiences.

Another way EPA engages with organizations is through Industrial Focuses. Focuses are a concentrated study of energy performance improvement within a specific sector. In a focus, EPA works directly with key companies within an industry to develop management tools, energy performance indicators, networking and energy efficiency guidance to spur improvement. Multiple organizations work together through ENERGY STAR to gain information and to motivate improvements in energy efficiency. Because the targeted organizations are themselves involved from the start, Focuses provide a forum for EPA to identify and minimize barriers to energy efficiency. The Contractor shall:

- Support EPA's operation of specific sector focuses
- Support EPA in providing technical input and guidance as part of the focuses

The Contractor shall make all contacts with these companies at an upper managerial level - not at a building or plant level unless it is to communicate with the highest level of building/facility management for the purpose of boosting the organization's overall energy management efforts. The Contractor shall work with corporate energy managers, or if non-existent for a company, the high-level manager responsible for energy activities.

In outreaching to potential participants, the Contractor shall provide personnel with expertise in corporate energy management and decision-making. Before any personnel interact with the partners or potential partners, the Contractor shall ensure the individual is experienced in working with industrial companies and organizations at the corporate level on energy-related matters, and demonstrates a maturity in managing relationships at this level. Further, the Contractor shall ensure that the expert fully understands, supports, and is well-versed in communicating ENERGY STAR's comprehensive approach to energy management and the ENERGY STAR tools.

#### **D. Energy Tracking and Benchmarking**

Because measuring energy performance is paramount in understanding and reducing energy use, benchmarking and tracking are key concepts to ENERGY STAR. For commercial buildings, Portfolio Manager is EPA's on-line tracking system that allows energy, water, waste and greenhouse gas tracking. For industrial manufacturers, EPA provides Energy Performance Indicators to benchmark plant level energy use. In all sectors, the Contractor shall promote the concept of building and facility energy performance measurement by delivering:

- Strategies to incorporate energy performance measurement at the design/planning stages of building/facility development;
- Strategies to encourage organizations to use EPA tools or other appropriate methods to track and measure energy performance on a continuing and portfolio-wide basis;
- Strategic partnerships between EPA and corporate leaders, trade associations, service providers, governments and utility representatives to reduce barriers to efficiency through use of EPA's Portfolio Manager and the ENERGY STAR performance scales; and,
- Assistance, tools, training and other materials to facilitate energy tracking and benchmarking through ENERGY STAR Portfolio Manager and other tools.

EPA provides benchmarks of energy performance in select commercial, industrial and institutional sectors. These benchmarks are based on national data. In select sectors, the Contractor shall:

- Analyze energy use and develop benchmarks or energy performance indicators in end-use sectors;
- Vet the development of indicators with key sectors to obtain critical review and input prior to finalization;
- Assure quality of the benchmark; and,
- Maintain and update these benchmarks to keep them current, relevant and critical to a particular end-use sector's energy management practices.
- Assist in analyzing and developing metrics, including energy, water, waste, carbon, and/or other sustainability metrics.

The Contractor shall also support EPA in creating methods for the development of comparative benchmarks for building or facility types for which EPA does not have energy performance scales or EPIs.

## **E. Resource/Tool Development and Training**

To ensure ENERGY STAR remains a key one-stop resource for energy performance improvement and strategic energy management resources, it will be necessary to expand the information EPA has available, or to develop user friendly tools and training. It will also be necessary to evaluate user experience with ENERGY STAR tools and training, in order to identify the most important modifications or new tools and resources required to address user needs.

Training opportunities will need to be developed and offered using a variety of delivery channels, including, but not limited to on-line, in person, video, and social media. In addition, EPA will require the development and implementation of other opportunities for partners and other key stakeholders to meet to learn about the offerings available, and to network with other organizations that are striving to manage energy strategically. Training can be delivered directly, through 3<sup>rd</sup> parties, or using "train the trainer" approaches aimed at energy end users, licensed professionals and other stakeholders.

The contractor shall:

- Assist in the development and implementation of a comprehensive training program.
- Enhance the program's train-the-trainer offerings, including development and implementation of a system for identifying and maintaining contact with third parties who train others on the use of ENERGY STAR tools and resources.
- Identify the need for additional resources to assist users in identifying areas for improvement in energy management.

- Refine or update existing tools and resources as new information becomes available. Provide timely information and useful diagnostic energy management tools (e.g. Building Upgrade Value Calculator, Financial Value Calculator, Energy Management Matrix, Target Finder, SPP and EEPs directories);
- Provide training, education and communication materials on EPA tools and resources that can assist program stakeholders and others in achieving energy use reductions;
- Create opportunities for stakeholder interaction with EPA, other ENERGY STAR Partners and industry experts to foster best practice sharing; and
- Ensure web site has useful, timely and accessible information.

#### **F. Tracking Effectiveness of ENERGY STAR Offerings, Reporting and Evaluating Key Program Metrics**

To provide the most useful mix of tools, information, technical assistance, centralized support, and targeted one-on-one support, it will be necessary to track and assess the use of tools and resources, collect feedback from partners and other users, and report findings to EPA decision-makers. The Government will make all final regulatory, policy, and interpretive decisions resulting from contractor-provided support under this contract and make the final decision on all contractor-provided recommendations.

The Contractor shall periodically perform formal analyses to determine program effectiveness in terms of:

- Providing useful tools and resources;
- Achieving measurable carbon emissions reductions through improved energy performance;
- Transforming the market as evidenced by the use of energy performance as a key variable in making financial/investment and operational decisions
- Reviewing building and plant certification quality; and,
- Developing program results and statistics and publishing aggregate building data and program snapshots to assist program stakeholders in implementing their own programs.

In order to measure success in meeting program goals, it is important to track key accomplishments and activities related to improving building energy performance. The Contractor should first be able to assist the C&I Branch in developing a management plan that would track how C&I strategies are carrying out these program goals. In doing so, the Contractor would determine key metrics related to tracking program accomplishments and activities. The Contractor should then be able to assist in the collection of program data, and in developing and preparing reports that would highlight that data. To evaluate how well the C&I branch was meeting its program goals, the Contractor would then analyze and evaluate this data and provide recommendations on how to improve program performance.

## **SECTION D - PACKAGING AND MARKING**

There are no clauses in this Section.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

<b>Clause Database</b>	<b>Clause Number</b>	<b>Clause Title</b>
FAR	52.246-4	Inspection of Services - Fixed-Price. (AUG 1996)
FAR	52.246-6	Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

<b>Clause Database</b>	<b>Clause Number</b>	<b>Clause Title</b>
FAR	52.242-15	Stop-Work Order. (AUG 1989)

### **F.2 PERIOD OF THE CONTRACT**

The period of the BPA shall be five (5) years. Call orders may be placed at any point during the stated period of the BPA.

Each individual order will have its own stated period of performance. Orders may extend for a period no longer than six (6) months beyond the end of the period of the BPA.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.208-70	Printing. (SEP 2012)

### G.2 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014)

(a) In addition to the Contracting Officer, the following individuals are authorized ordering officers.

Tanya Latson Whitney Coleman-Clark Benjamin Delaney

Michael Fox Joseph Alustiza

(b) A Standard Form 30 will be the method of amending orders.

(End of clause)

### G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Invoices or request for contract financing payment shall be submitted to the following email: RTPReceiving@epa.gov. Copy the BPA Level COR and the Call Order COR on the email submission. A copy of the invoice shall also be sent through email to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare an invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual call orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each call order, as well as any supporting data for each call order as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the BPA year.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).



(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the BPA.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this BPA.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

#### **G.4 EPAAR 1552.211-72 MONTHLY PROGRESS REPORT (JUN 1996)**

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using call orders, include the estimated percentage of task completed during the reporting period for each call order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The report shall specify financial status at the call order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on call order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the call order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA BPA labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative call order period, and the cumulative call order life display: the negotiated, expended and remaining direct labor hours and costs broken

out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

- (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (v) Display the estimates of remaining direct labor hours and costs required to complete the call order.
- (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative.
- (5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the order.
- (6) A list of deliverables for each order during the reporting period.
- (f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the following addresses on or before the TBD (per call order) of each month following the first complete reporting period of the contract. Distribute reports as follows:

No. of Copies

Addressee

- 1 Contracting Officer's Representative.
- 1 Contracting Officer.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.203-71	Display of EPA Office of Inspector General Hotline poster. (AUG 2000)
EPAAR	1552.209-71	Organizational conflicts of interest. (MAY 1994) - Alternate I (MAY 1994)
EPAAR	1552.209-75	Annual certification. (MAY 1994)
EPAAR	1552.235-70	Screening business information for claims of confidentiality. (APR 1984)
EPAAR	1552.235-71	Treatment of confidential business information. (APR 1984)
EPAAR	1552.235-79	Release of contractor confidential business information. (APR 1996)
EPA	EPA-H-07-102	Identification of On-Site Contractor Employees

### H.2 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

### H.3 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA)

approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

#### **H.4 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by

the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(End of clause)

#### **H.5 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)**

(a) Definitions.

*Contracting Officer Representative (COR)*, means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

*Task order*, as used in this clause, means work assignment, call order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work; shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk. (End of clause)

#### **H.6 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

#### **H.7 EPA-H-09-106 CALL ORDER CONFLICT OF INTEREST CERTIFICATION**

For each call order, the Contractor shall provide the Contracting Officer a conflict of interest certification. Where orders are issued for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first order issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this order, or relating to this order, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and

report any actual or potential conflicts of interest arising during performance of this order or other work relating to this site.

#### **H.8 EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES**

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

#### **H.9 EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES**

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contracting Officer's Representative (COR) will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

#### **H.10 EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION**

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net).

End of clause

#### **H.11 EPA-H-44-101 TEAM SUBCONTRACTOR AGREEMENTS**

The contractor shall provide, within five (5) calendar days of award notice, one copy of each proposed team subcontract agreement, when applicable, to the Contracting Officer. A copy of the executed team subcontract and any subsequent modifications shall also be provided to the Contracting Officer within 10 days of execution.

#### **H.14 CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS BPA CALL ORDERS**

During Call Order performance, the contractor shall adhere to all contract-level clauses applicable to Call Orders, however the following list of contract clauses do not apply to Call Orders that are Time-and-Materials (T&M) type:

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR	52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
FAR	52.232-1	APR 1984	PAYMENTS
FAR	52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
FAR	52.232-11	APR 1984	EXTRAS
FAR	52.243-1	AUG 1987	CHANGES—FIXED PRICE ALTERNATE I



			(APR 1984)
FAR	52.246-4	AUG 1996	INSPECTION OF SERVICES—FIXED-PRICE
FAR	52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE
			GOVERNMENT (FIXED-PRICE)
FAR	52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND
			SERVICE

#### **H.15 CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TYPE BPA CALL ORDERS**

During Call Order performance, the contractor shall adhere to all contract-level clauses applicable to Call Orders, however the following list of contract clauses do not apply to Call Orders that are Firm-Fixed-Price (FFP) type:

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR	52.232-7	AUG 2013	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR	52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT
FAR	52.243-3	SEP 2000	CHANGES—TIME-AND-MATERIALS OR LABOR-HOUR
FAR	52.246-6	MAY 2001	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR
FAR	52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)

#### **H.16 EPAAR 1552.237-72 KEY PERSONNEL.**

(a) The Contractor shall assign to this contract the following key personnel:

(b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

#### **H.17 EPAAR 1552.237-70 Contract publication review procedures**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within 30 calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

## **SECTION I - CONTRACT CLAUSES**

### **I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

GSA schedule clauses under Category 899 1 – Environmental Consulting Services and/or Category 874.1 - Integrated Consulting Services are applicable.

### **I.2 FAR 52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this BPA shall be ordered by issuance of orders by the individuals or activities designated under Section G.2: EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. Such orders may be issued from date of award through contract expiration.

(b) All orders are subject to the terms and conditions of this BPA. In the event of conflict between an order and this BPA, the BPA shall control.

(c) If mailed, an order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### **I.3 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP52.html>;

EPAAR: <http://farsite.hill.af.mil/rcghtml/regs/other/cpaar/1552.htm>

(End of clause)

### **I.4 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any EPA (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**(End of clause)**

## **SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT 1: Contractor's Price Quotation